

5 AUG 1981

FILED
UNITED STATES DISTRICT COURT,
DENVER, COLORADO

IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF COLORADO
Civil Action No. 79-Z-1012

AUG 4 1981

JAMES R. MANSPEAKER
CLERK
BY _____ DEP. CLERK

ASPEN HIGHLANDS SKIING CORP.,)	
a Delaware corporation,)	
)	
Plaintiff,)	
)	
v.)	INJUNCTION
)	
ASPEN SKIING CORP., a Delaware)	
corporation, BUTTERMILK)	
MOUNTAIN SKIING CORP., a)	
Colorado corporation, and)	
SNOWMASS SKIING CORP., a)	
Colorado corporation,)	
)	
Defendants.)	

Following the trial of this matter, and the entry of judgment herein on June 19, 1981 pursuant to special interrogatories returned by the jury, it is:

ORDERED, ADJUDGED and DECREED as follows:

I.

This Court has jurisdiction over the subject matter of this action and over the parties hereto.

II.

As used in this Injunction:

A. "Defendants" refers collectively to all of the defendants herein; "Aspen Skiing Corporation" refers to and includes the Aspen Skiing Corporation and its subsidiaries Snowmass Skiing Corporation and Buttermilk Mountain Skiing Corporation.

B. "Joint four-area, six-day ticket" means a ski lift ticket offered jointly by Aspen Highlands Skiing Corporation and Aspen Skiing Corporation which accords the holder of the ticket access to the ski lifts operated in Pitkin County, Colorado both by Aspen Highlands Skiing Corporation and by

Aspen Skiing Corporation.

III.

The provisions of this Injunction shall apply to all of the parties hereto, and to their officers, directors, employees, agents, successors and assigns.

IV.

Aspen Highlands Skiing Corporation, and the Aspen Skiing Corporation, shall continue to independently determine the price, variety and character of all ski lift tickets to be offered by them individually.

V.

Beginning with the 1981-82 ski season, and continuing each ski season thereafter during the term of this Injunction (as set forth by Paragraph VII hereof), the Aspen Skiing Corporation and Aspen Highlands Skiing Corporation shall offer a joint four-area, six-day ski lift ticket under the following terms:

A. Said four-area, six-day ticket shall consist of a coupon booklet substantially identical in format and paper stock to the Ski-the-Summit coupon booklet attached hereto as Exhibit A.

B. Said coupon booklet shall be sold subject to and imprinted with conditions and instructions printed in the inside cover of the coupon booklet, as follows:

1. Coupons are void if detached from book.
2. All coupons are non-transferable.
3. Only one coupon can be used each day from a book.
4. All coupons are void if front or back covers are detached.
5. Retain this coupon book intact until last day's skiing is complete.

6. Not for resale.
7. One coupon per day per area.
8. Coupons good only through last day punched.
9. Book good 6 out of 7 days.
10. Not responsible if lost or stolen.
11. Aspen Skiing Corporation and Aspen Highlands Skiing Corporation are not affiliated with one another.

C. The back cover of the coupon booklet shall be the same as Exhibit A, except it shall also state "Not responsible if lost or stolen."

D. All of the individual coupons in booklets sold by the Aspen Skiing Corporation shall be a uniform color (e.g., blue), and all of the individual coupons in booklets sold by Aspen Highlands Skiing Corporation shall be a different color (e.g., green).

E. All of the individual coupons in booklets sold through any travel agent or tour operator subject to a commission shall be identified by having a white diagonal stripe across each individual coupon. Thus, for example, the booklets sold by Aspen Skiing Corporation directly to consumers would contain blue coupons, and booklets sold by Aspen Skiing Corporation through travel agents or tour operators would contain blue coupons with a diagonal white stripe.

F. The parties shall individually bear all costs associated with the printing and distribution of the respective coupon booklets to be sold by them.

G. The price of the joint four-area, six-day ski lift ticket shall be \$120 during the 1981-82 ski season. The price in any later ski seasons covered by this Injunction shall be determined by the parties or, if they are unable to

mutually agree, by further application to this Court.

H. The parties shall pay commissions of at least 10% of the selling price to travel agents or tour operators through whom said tickets are sold to consumers. However, in the allocation of revenues between the parties as a result of the redemption of a commissionable ticket, said allocation shall be based upon the daily price of said ticket (i.e., $\$120 \div 6 = \20) less a flat 10%. Any commission paid in excess of 10% shall, therefore, be borne by the party paying such commission.

I. Said ticket shall be refundable for the same reasons and on the same terms as ski lift tickets offered by the parties individually, except that:

1. The parties may make refunds on said ticket by mail;
2. The parties may deduct 10% of the selling price of said ticket with respect to refunds on coupon booklets sold to travel agents or tour operators for resale to consumers;
3. Neither party may process refunds on coupon booklets sold by the other party. However, the parties shall offer reasonable assistance to consumers by providing appropriate mail-in refund applications on forms prepared and distributed by the party which sold the coupon booklet; and
4. Refunds will be made on the basis of the highest daily lift ticket price being deducted for each coupon used.

J. The parties shall list this ticket in their area brochures and ticket price schedules, as follows:

"4-area, 6 out of 7 day Coupon Book \$120"

The parties are not otherwise obligated to advertise or promote the sale of said ticket.

VI.

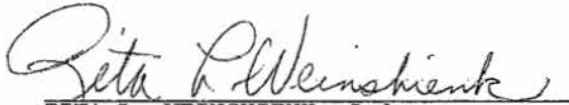
This Injunction is not intended and shall not be construed to restrain or limit competition between the Aspen Skiing Corporation and Aspen Highlands Skiing Corporation in the sale and marketing by them of their respective ski areas and such ski lift tickets as they may independently determine to offer.


VII.

This Injunction shall be in effect either for a period of three (3) years from the date of its entry, or until such time as the Little Annie ski area opens for business in Pitkin County, Colorado, under ownership which is independent of the Aspen Skiing Corporation, whichever period is shorter, at which time the Court shall review the circumstances existing at that time to determine whether the terms and conditions of this Injunction should be modified, eliminated or remain the same. Jurisdiction is retained by the Court during the time that this Injunction remains in effect, to enable the parties to apply for such further orders or directions as may be necessary or appropriate to effectuate or modify the provisions hereof, or to enforce compliance herewith.

DATED at Denver, Colorado, this 4th day of August, 1981.

BY THE COURT:


ZITA L. WEINSHIENK, Judge
United States District Court

ENTERED
ON THE DOCKET
AUG 4 - 1981
JAMES R. MANSPEAKER
CLERK
BY 

Records in the National Archives & Records
Administration, Rocky Mountain Region
Archival Operations

RG No. 21 Records of the

U.S. District Courts
District of Colorado
Civil Case Files, 1970-92
RM DV-023-12-026
Case# 79-1012